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MEMORANDUM

October 17, 1985

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: RICHARD GARVER, ASSISTANT DIRECTOR FOR
COMMUNITY DEVELOPMENT

SUBJECT: COOPERATION AGREEMENT REGARDING RECREATIONAL AND
PARK FACILITIES - COLUMBIA POINT PROJECT

The Authority's plans for the redevelopment of Columbia Point call for a new park at the harbor's edge, linking Carson's Beach with the recreation land at the John F. Kennedy Library. This link would be part of the Harbor Park plan and the Metropolitan District Commission's program to create uninterrupted public access and recreational use throughout Boston Harbor.

In addition, the Columbia Point redevelopment plans call for the conversion to housing use of land presently dedicated as active recreation space. Under Federal rules, this conversion will require that a plan for the replacement of the active recreation facilities be put in place.

As a condition of the Chapter 91 Tidelands License to be issued for the Harbor Park housing development by the Commonwealth Department of Environmental Quality Engineering the planning for these park and recreation facilities is to be carried out in a joint process involving the BRA, the City Parks Department, the MDC and other state agencies. It is the objective of this process to create designs and bid specifications for the new facilities, to put in place maintenance arrangements for the facilities, and to identify funding sources to carry out the projects.

The attached Cooperation Agreement has been drafted to meet the requirements of the Chapter 91 License. It calls for the state and city agencies to come to agreement on the development of the new harbor front park adjoining the Harbor Park project, the additional harbor front park elements that would complete the system on Columbia Point, and additional active recreational facilities. The BRA would take the lead in this planning process for the City, and DEQE would take the lead for the Commonwealth. The Authority's contract with Carol Johnson for landscape architectural services would be utilized to provide design services for this effort.

It is therefore recommended that the Director be authorized to execute an agreement substantially in the form of the attached. An appropriate vote follows:

VOTED: That the Director be authorized to execute a Cooperation Agreement substantially in the form of that attached setting out the relationships and responsibilities of the BRA in a planning process for Columbia Point parkland and recreational facilities.

COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 1985, by and between the BOSTON REDEVELOPMENT AUTHORITY ("BRA"), the CITY PARKS DEPARTMENT ("Parks Department"), the METROPOLITAN DISTRICT COMMISSION ("MDC"), the MASSACHUSETTS COASTAL ZONE MANAGEMENT OFFICE ("CZM"), the MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL QUALITY ENGINEERING ("DEQE"), the GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT ("OED"), the MASSACHUSETTS HOUSING FINANCE AGENCY ("MHFA"), the BOSTON HOUSING AUTHORITY ("BHA"), and the EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS ("EOEA").

WITNESSETH:

WHEREAS, as the Planning Department for the City of Boston ("City"), the BRA is seeking the comprehensive redevelopment of the Columbia Point Peninsula; and

WHEREAS, the redevelopment of the Bayside Exposition Center, the 1,400 unit Harbor Point development ("Harbor Point Development"), and the creation of a new peninsula street system are the first three projects under the comprehensive redevelopment; and

WHEREAS, as part of the redevelopment program it is the intent of the BRA, the City, the MDC and the Commonwealth of Massachusetts ("Commonwealth") to form a partnership to plan and

implement a comprehensive parks, open space and recreation plan for the Columbia Point Peninsula (the "Plan"); and

WHEREAS, the Plan would assure utilization of the harbor front by the general public as well as provide the necessary recreational opportunities to the population residing on the Columbia Point Peninsula; and

WHEREAS, it is the premise of the Plan that a continuous parkland system will extend along the water's edge and link Carson's Beach to the Kennedy Library (the "Harbor Front Park") and will incorporate the parkland adjoining the Harbor Point Development; and

WHEREAS, it is also the premise of the Plan that active recreation facilities (the "Active Recreation Facilities") must be defined and that a suitable site or sites for the Active Recreation Facilities be identified; and

WHEREAS, appropriate parking and access to the Harbor Front Park must be provided as part of the Plan; and

WHEREAS, substantial sources must be identified for the design and construction of the Harbor Front Park and the Active Recreation Facilities; and

WHEREAS, appropriate management arrangements must be identified for the Harbor Front Park and the Active Recreation Facilities; and

WHEREAS, a group composed of representatives of the BRA, BHA, MHFA, the Parks Department, CZM, DEQE, the Commonwealth, Harbor Point Apartment Company Limited Partnership (the "Developer"), OED, MDC and EOEA has been meeting to develop alternatives for

the Harbor Front Park and Active Recreation Facilities; and

WHEREAS, the BRA has hired Carol R. Johnson and Associates, Inc. to prepare schematic design plans for the Harbor Front Park and the Active Recreation Facilities; and

WHEREAS, the BHA and the Developer have jointly applied to DEQE for a license under Chapter 91 for the Harbor Front Park and the Harbor Point Development; and

WHEREAS, this Cooperation Agreement is intended to govern the relationship between and the responsibilities of the parties with respect to the Plan.

NOW THEREFORE, in consideration of the mutual promises contained in this Cooperation Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to form a partnership and undertake the following:

Section 1: Planning Committee

The BRA and DEQE will form a planning committee (the "Planning Committee") composed of representatives from the BRA, MDC, Parks Department, CZM, DEQE, OED, [the Developer], MHFA, BHA, EOE and any other appropriate State and City agencies. The Planning Committee will be responsible for the tasks set forth in this Agreement for the development of the Harbor Front Park and the Active Recreation Facilities.

Section 2: Advisory Board

The BRA and DEQE will also form an advisory board (the "Advisory Board") composed of a representative of any private or public landowner directly affected by the Harbor Front Park and

the Active Recreation Facilities and any other parties directly impacted by the Harbor Front Park and the Active Recreation Facilities, including any other public agencies active in the redevelopment of the Columbia Point Peninsula.

Section 3: Planning Activities

The planning activities (the "Planning Activities") consist of the following three elements:

a. Phase I of the Harbor Front Park

The Planning Committee will develop plans for the portion of the Harbor Front Park to be located on land that is owned by the BHA or the City ("Phase I"). Said plans will specify the treatment for each parcel, points of public access, form of land control, and management issues, and will contain a development schedule compatible with the schedule for the construction of the Harbor Point Development, but in no event shall construction commence later than June, 1986. The Planning Committee will also develop a management plan for Phase I of the Harbor Front Park that includes a long-term maintenance agreement between MDC and the Developer.

b. Phase II of the Harbor Front Park

The Planning Committee will develop plans for the balance of the Harbor Front Park ("Phase II"). Said plans will contain the appropriate treatment for each parcel, suitable land areas, uses, points of public access, form of land control and management issues. The Advisory Board will review and comment on the plans during the design process.

After receiving the Advisory Board's recommendations, the Planning Committee will select a final plan. The Planning Committee will prepare a proposal for acquiring the necessary property and for funding the improvements called for in the plan.

c. Active Recreation Facilities

The Planning Committee will review the existing proposals for Active Recreation Facilities and will identify the appropriate types of active recreation facilities, the appropriate location or locations for their development, the suitable entities for ownership of the facilities and the mechanisms for the maintenance of the facilities. The Planning Committee will create alternative proposals for the development of the Active Recreation Facilities. The Advisory Board will review and comment on the proposals. After receiving the Advisory Board's recommendations, the Planning Committee will select a final plan. The Planning Committee will prepare a proposal for the acquisition of the necessary property, the financing of the improvements called for in the plan, and the management of the Active Recreation Facilities. It is anticipated that the BRA or the Parks Department will acquire the site(s) which are not part of the Harbor Front Park.

Section 4: Development Schedule

A schedule for the planning, design and construction of the Harbor Front Park and the Active Recreation Facilities is attached as Exhibit I and is incorporated herein by reference.

Section 5: Design Services

The BRA will provide design services for the conceptual phases of Phase II of the Harbor Front Park and the Active Recreation Facilities.

Section 6: Funding

a. Design

The design of Phase I of the Harbor Front Park will be financed from an escrow account funded by the Developer. Funding for the design of Phase II of the Harbor Front Park will be identified during the planning stage by the Planning Committee. The BRA or a party identified by the Planning Committee will finance the design of the Active Recreation Facilities.

b. Acquisition and Construction

The MDC or a party identified by the Planning Committee will finance the acquisition and construction of Phase I of the Harbor Front Park. The Planning Committee will determine the source of funding for the development of Phase II of the Harbor Front Park and the Active Recreation Facilities.

Section 7: Construction

a. Harbor Front Park

MDC will be responsible for the construction of Phases I and II of the Harbor Front Park.

b. Active Recreation Facilities

The BRA or the Parks Department will be responsible for the construction of the Active Recreation Facilities.

Section 8: Agreement Binding on Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF the parties have caused this instrument to be executed in their behalf by their respective officers duly authorized as of the day and year first above set forth.

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Stephen Coyle, Director

CITY OF BOSTON PARKS DEPARTMENT

By: _____

METROPOLITAN DISTRICT COMMISSION

By: _____

MASSACHUSETTS COASTAL ZONE
MANAGEMENT OFFICE

By: _____

MASSACHUSETTS DEPARTMENT OF
ENVIRONMENTAL QUALITY ENGINEERING

By: _____

GOVERNOR'S OFFICE OF ECONOMIC
DEVELOPMENT

By: _____

MASSACHUSETTS HOUSING FINANCE AGENCY

By: _____
Marvin Siflinger

BOSTON HOUSING AUTHORITY

By: _____
Doris Bunte, Director

EXECUTIVE OFFICE OF ENVIRONMENTAL
AFFAIRS

By: _____

EXHIBIT I

	Phase I	Phase II	Active Recreation Facilities
Planning	10-11/85	10/85-3/86	10-11/85
Design	11/85-6/86	4-12/86	12/85-6/86
Construction	6/86-11/88	3/87-11/89	7/86-11/87